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APR 1614

PTO/SB/82 (09-03)

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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	09/900,094
Filing Date	July 6, 2001
First Named Inventor	Murari
Art Unit	1614
Examiner Name	Young, Micah Paul
Attorney Docket Number	DEL-062B

RECEIVED

FEB 25 2004

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

000040562

☐ Please change the correspondence address for the above-identified application to:

☐ The address associated with  
Customer Number:

OR

<input type="checkbox"/> Firm or Individual Name					
Address					
Address					
City		State		Zip	
Country					
Telephone		Fax			

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Name	Abhik A. Hug		
Signature			
Date	2/10/04	Telephone	(609) 434-0097

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Sarnoff Corporation

**RECEIVED**

Application No./Patent No.: 09/900,094 Filed/Issue Date: July 6, 2001

**FEB 25 2004**

Entitled: Improved Thyroid Hormone Formulations

Sarnoff Corporation, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. [ ] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. [✓] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Inventors To: Delsys Pharmaceutical Corporation

The document was recorded in the United States Patent and Trademark Office at  
Reel 012415, Frame 0703, or for which a copy thereof is attached.

2. From: Delsys Pharmaceutical Corporation To: Powder II LLC

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: Powder II LLC To: Delsys Pharmaceutical LLC

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[✓] Additional documents in the chain of title are listed on a supplemental sheet.

[✓] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

2/18/04

Date

(609) 434-0097

Telephone number

Abhik A. Hing

Typed or printed name

[Signature]

Signature

Assistant Secretary of Patent Counsel

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**SUPPLEMENTAL SHEET: Statement under 37 CFR 3.73(b)**

4. From Delsys Pharmaceutical LLC to Elan Pharma International Limited, for which a copy thereof is attached.

5. From Elan Pharma International Limited to Sarnoff Corporation, for which a copy thereof is attached.

## GENERAL ASSIGNMENT AND CONVEYANCE

This General Assignment and Conveyance (the "Agreement"), entered into as of October 3, 2001 (the "Effective Date"), is between the following parties:

Delsys Pharmaceutical LLC ("Delsys"), a Delaware limited liability company having its principle place of business at 102 St. James Court, Flatts, Smiths FL 04 Bermuda (the "Assignor"), on its own behalf; and

Elan Pharma International Limited, a limited company incorporated under the laws of Ireland, and having its registered office at WIL House, Shannon Business Park, County Clare, Ireland (the "Assignee").

WHEREAS, Assignor has the sole and exclusive rights to the Intellectual Property and Proprietary Information appurtenant to certain processes, compounds, reagents, devices and assays developed by Assignor in or relating to the electrostatic deposition of dry powders for the formulation of pharmaceutical and diagnostic products (the "Proprietary Products") and wishes to transfer the Intellectual Property, Proprietary Information, and the Proprietary Products to Assignee; and

WHEREAS, the Assignee wishes to acquire all right, title and interest in the Intellectual Property, the Proprietary Products and the Proprietary Information.

NOW THEREFORE, for good and valuable consideration, the receipt of which to hereby acknowledged, Assignor agrees as follows:

### 1. Definitions

For the purposes of this Agreement, the following terms will have the meanings ascribed to them as follows:

- 1.1 "Assigned Property" means the Proprietary Products and the Intellectual Property.
- 1.2 "Intellectual Property" means any and all rights to any intellectual property owned or licensed by or to be owned or licensed by Assignor and which relates to the subject matter set forth in Exhibit A, including, without limitation, each and every (a) Patent or Patent Right; (b) trademark, service mark, trade dress, logo, trade name and corporate name and registration and application for registration thereof including, without limitation, those specified in Exhibit B hereto; (c) copyright or item of computer software, data and documentation; and (d) other form or nature of proprietary or exclusionary right.

claims are directed to subject matter specifically described therein), as well as any patent issued thereon, any reissue or reexamination of such patent, and any foreign counterparts to such patents and patent applications relating to the subject matter set forth in Exhibit A or the Proprietary Products, and any patent disclosures, inchoate patent rights and/or any improvements thereof.

- 1.4 "Proprietary Information" means any trade secrets or confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information) described, comprised in or relating to the Assigned Property and that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions.
- 1.4 "Proprietary Products" means all the processes, compounds, reagents, assays, devices and other materials arising out of or relating to the Proprietary Information, the Intellectual Property or the subject matter of Exhibit A, including any improvements, analogues, derivatives, precursors, formulations, congeners, isomers thereof, or any other compound, reagent, assay or other material which performs the same function in substantially the same manner or which would directly or under the doctrine of equivalents infringe any Patent or Patent Right.

## 2. Assignment

Subject to the terms and conditions specified herein, Assignor hereby:

- 2.1 Irrevocably assigns, conveys, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns, all right, title and interest of every kind and character, whether equitable or legal, throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all right to use, manufacture, develop, or obtain any other benefit from or relating to the Proprietary Products.
- 2.2 Irrevocably assigns, conveys, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns, all right, title and interest of every kind and character, whether equitable or legal, throughout the world in and to the Intellectual Property and the Proprietary Information, including income, royalties, damages and payments now and hereinafter due or payable with respect thereto and to all causes of action (either in law or in equity), the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement and all future rights to any Intellectual Property or Proprietary Information which is derived from or are based upon the Assigned Property and/or the Proprietary Information.

3. Assignor shall assign and transfer to Assignee: (i) any and all license agreements, oral or written, pursuant to which Assignee has any rights to the Assigned Property or the Proprietary Information; (ii) any and all license agreements, oral or written, pursuant to which Assignor has granted to any person any rights to the Assigned Property or the Proprietary Information; and (iii) all agreements, oral or written, pursuant to which Assignor is entitled to receive royalties from third parties with respect to the Assigned Property or the Proprietary Information. To the extent any such license, agreement or arrangement covered by this Section 3 cannot be transferred, Assignor agrees to make such other arrangements as may effectuate the general assignment and conveyance contemplated by this Agreement.

4. The Assignor shall file such notices or registrations with the appropriate authorities, including the United States Patent and Trademark Office and the equivalent authorities of other countries, as are necessary to perfect Assignee's rights under this Agreement. The Assignor agrees to sign or otherwise execute all such documents and undertake all such actions as are necessary and appropriate to perfect Assignee's interest in the Assigned Property and the Proprietary Information.

5. With respect to any Intellectual Property, or Proprietary Products or Proprietary Information, created, arising, attaching, or developed after the Effective Date, Assignor agrees to assign to Assignee, and hereby does so assign without any additional consideration, under the terms of this Agreement, all such Intellectual Property, Proprietary Information or Proprietary Products.

6. This Agreement will be governed by and construed in accordance with the domestic laws of the state of New York, without giving effect to any choice of law or conflicting provision or rule that would cause the laws of any jurisdiction other than the state of New York to be applied.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

DELSYS PHARMACEUTICAL LLC

By: *Levin Hysley*

Name: *LEVIN HYSLEY*

Title: *PRESIDENT & CEO*

ELAN PHARMA INTERNATIONAL LIMITED

By: *Donna Marc Burgis*

Name: ~~*Donna Marc Burgis*~~

Title: *Authorized Signatory*

**EXHIBIT C**

**[LIST OF DELSYS PATENTS]**



## **PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (this "Assignment") dated as of December 19, 2003, is made by and between Elan Pharma International Limited, a private limited company organized under the laws of the Republic of Ireland ("Assignor") and Sarnoff Corporation, a New Jersey corporation ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of December 19, 2003 by and among Assignor, Elan Operations, Inc., a Delaware corporation, and Assignee.

1. Assignor is the owner of the patents and patent applications listed on Exhibit A hereto (the "Patent Rights") and, in partial consideration for the purchase price set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfer to the Assignee, and the Assignee's successors and assigns, and the Assignee accepts, subject to the conditions of the Asset Purchase Agreement and the Related Agreements, such assignment and transfer, all of Assignor's worldwide rights, title and interest in and to the Patent Rights and any patents and patent rights resulting from, based on or claiming priority from the Patent Rights, in all countries including, without limitation, any reissue, extension, division or continuation applications, excluding any inchoate inventions not yet reduced to practice.

2. Interested parties who acquire title, rights or grants to the Patent Rights are hereby notified that certain restrictions and obligations set forth in the Asset Purchase Agreement and Related Agreements have been made appurtenant to and run with the Patent Rights and such interested parties are on notice of such restrictions and obligations.

3. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Asset Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Asset Purchase Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement and this Assignment (to the extent consistent with the Asset Purchase Agreement).

4. This Assignment shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

5. This Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together constitute one and the same instrument.

ASSIGNEE:

SARNOFF CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNOR:

ELAN PHARMA INTERNATIONAL  
LIMITEDBy: Debra EuryTitle: Authorised Signatory

STATE OF

HAMILTON

SS.

COUNTRY OF

Bermuda

Before me, a notary public in and for BERMUDA, on this 19<sup>th</sup> day of DECEMBER, 2003, personally appeared DEBRA EURY, who executed the within Assignment on behalf of said corporation and acknowledge to me that ~~he~~ she executed the same for the purposes therein stated.



DAVID J. DOYLE, J.P.  
NOTARY PUBLIC &  
COMMISSIONER FOR OATHS  
(TEL: 441 295 1422)  
CLARENDON HOUSE  
CHURCH STREET  
HAMILTON  
BERMUDA

ASSIGNEE:

SARNOFF CORPORATION

By: WJ Bl

Title: VP, LAW

ASSIGNOR:

ELAN PHARMA INTERNATIONAL  
LIMITED

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:

ss.

COUNTY OF \_\_\_\_\_:

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, who executed the within Assignment on behalf of said corporation and acknowledge to me that he/she executed the same for the purposes therein stated.

Patent Family Reference	Title	Status	Patent/Application Number
		<u>Issued:</u> United States	6394306 6527138
DEL-059	Improved solid pharmaceutical dosage formulation of hydrophobic drugs	<u>Pending:</u> Australia Canada China Europe Hungary Israel Japan Korea New Zealand Singapore United States	200184772 2417813 01817160.5 01963853.5 Not assigned yet Not assigned yet 2002-518910 10-2003-7001940 524044 200300319-1 09/925348
DEL-062A	Method for formulating healthcare products with enhanced stability	<u>Pending:</u> Australia Canada China Europe Hungary Israel Japan Korea New Zealand Singapore United States	2001273231 2415082 1812403.8 01952487.5 Not assigned yet 153798 2002-508420 10-2003-7000124 523211 200300436-3 10/332,255
DEL-062B	Improved thyroid hormone formulations	<u>Pending:</u> Australia Canada China Europe Hungary Israel Japan Korea New Zealand Singapore United States	2001271875 2415080 01812392.9 01950930.6 Not assigned yet 153799 2002-508371 10-2003-7000122 523212 200300438-9 09/900,094
DEL-088	Fast dissolving films for oral administration of drugs	<u>Pending:</u> United States	60/437,137
DEL-089	Controlled-release drug delivery system	<u>Pending:</u> United States	60/442,859
DEL-11592	Apparatus for electrostatically depositing a medicament powder upon predefined regions of a substrate	<u>Pending:</u> Canada Europe Japan Korea United States  <u>Issued:</u>	2223251 96923264.4 9-502067 10-1997-708692 10/047,183

**Merger:**

**Delsys Pharmaceutical    →  
Powder II LLC**

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DELSYS PHARMACEUTICAL CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "POWDER II LLC" UNDER THE NAME OF "POWDER II LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 2001, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3434495 8100M

AUTHENTICATION: 1346684

010461033

DATE: 09-18-01

CERTIFICATE OF MERGER OF  
DELSYS PHARMACEUTICAL CORPORATION  
WITH AND INTO  
POWDER II LLC  
(Pursuant to Section 18-209 of the  
Delaware Limited Liability Company Act)

\*\*\*\*\*

The undersigned corporation organized and existing under and by virtue of the  
Delaware Limited Liability Company Act.

DOES HEREBY CERTIFY:

FIRST: That the name and state of formation or organization of each of the  
constituent entities of the merger is as follows:

<u>NAME</u>	<u>STATE OF ORGANIZATION</u>
Powder II LLC	Delaware
Delsys Pharmaceutical Corporation	Delaware

SECOND: That an Agreement and Plan of Merger, dated as of September 17,  
2001 (the "Merger Agreement"), by and among Elan Acquisition Co., Ltd., Powder II LLC  
and Delsys Pharmaceutical Corporation has been approved, adopted, certified, executed and  
acknowledged by each of the constituent entities in accordance with the requirements of Sec-  
tion 264 of the General Corporation Law of Delaware and Section 18-209 of the Delaware  
Limited Liability Company Act.



THIRD: That Powder II LLC shall be the surviving corporation (the "Surviving Entity").

FOURTH: That the executed Merger Agreement is on file at an office of the Surviving Entity, the address of which is 11 Deer Park Drive Suite 202, Monmouth Junction, NJ 08852.

FIFTH: That a copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any stockholder of any constituent corporation.

SIXTH: That the effective date of the merger shall be upon the filing of this Certificate of Merger.

Dated: September 17, 2001

-3-

POWDER II LLC

By: 

Name: Colin Sainsbury

Title: Secretary and Director

**Name Change:**

**Powder II LLC →  
Delsys Pharmaceutical LLC**

State of Delaware  
Office of the Secretary of State

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "POWDER II LLC", CHANGING ITS NAME FROM "POWDER II LLC" TO "DELSYS PHARMACEUTICAL LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF SEPTEMBER, A.D. 2001, AT 2 O'CLOCK P.M.



3434495 8100

010464694

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 1350411

DATE: 09-20-01

**CERTIFICATE OF AMENDMENT**

**OF**

**POWDER II LLC**

1. The name of the limited liability company is Powder II LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of Powder II LLC is hereby changed to "Del-sys Pharmaceutical LLC"

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Powder II LLC this 19<sup>th</sup> day of September, 2001.

Colin Sainsbury

Name: /s/ Colin Sainsbury

Title: Secretary and Director